Financing Agreement

Great Lakes Emergency Sexual and Gender Based Violence and Women's Health Project

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

INTERNATIONAL CONFERENCE ON THE GREAT LAKES REGION

Dated August 6, 2014
FINANCING AGREEMENT

AGREEMENT dated August 6, 2014, entered into between INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") and INTERNATIONAL CONFERENCE ON THE GREAT LAKES REGION ("Recipient"). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

1.01. The General Conditions (as defined in the Appendix to this Agreement) constitute an integral part of this Agreement.

1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — FINANCING

2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equivalent to one million nine hundred and fifty thousand Special Drawing Rights (SDR1,950,000) (variously, “Grant” and “Financing”) to assist in financing the project described in Schedule 1 to this Agreement ("Project").

2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section IV of Schedule 2 to this Agreement.

2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.

2.04. The Payment Dates are June 15 and December 15 in each year.

2.05. The Payment Currency is Dollar.

ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objective of the Project and the Program. To this end, the Recipient shall carry out the Project in accordance with the provisions of Article IV of the General Conditions.
3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association shall otherwise agree, the Recipient shall ensure that the Project is implemented in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV — REMEDIES OF THE ASSOCIATION

4.01. The Additional Event of Suspension consists of the following, namely that a situation has arisen which shall make it improbable that the Program, or a significant part of it, will be carried out.

4.02. The Additional Event of Acceleration consists of the following, namely that the event specified in Section 4.01 of this Agreement occurs and is continuing for a period of sixty (60) days after notice of the event has been given by the Association to the Recipient.

ARTICLE V — EFFECTIVENESS; TERMINATION

5.01. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

5.02. For purposes of Section 8.05(b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the date of this Agreement.

ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Recipient’s Representative is its Conference Secretary.

6.02. The Recipient’s Address is:

P.O Box 7076
Avenue du Gouvernement
BRB Building – Second Floor
Bujumbura – Burundi

Facsimile:

(257) 22 25 68 28
6.03. The Association’s Address is:

International Development Association  
1818 H Street, N.W.  
Washington, D.C. 20433  
United States of America

Cable: INDEVAS  
Telex: 248423 (MCI)  
Facsimile: 1-202-477-6391  
Washington, D.C.

AGREED at Washington, D.C., United States of America, as of the day and year first above written.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

[Signature]

Authorized Representative

Name: Colin Bruce  
Title: Director Regional Integration

INTERNATIONAL CONFERENCE ON THE GREAT LAKES REGION

By

[Signature]

Authorized Representative

Name: Professor Atumba Luaba  
Title: Executive Secretary
SCHEDULE 1

Project Description

The objective of the Project is to expand the provision of services to mitigate the short and medium term impact of sexual and gender based violence.

The Project consists of the following parts:

Component 1: Regional and National Knowledge Sharing, Research, and Capacity Building

Support the Recipient to develop:

(a) **Regional Learning and Capacity Building** by: (i) operationalizing of the RTF to deliver high quality regional training programs; and (ii) promoting knowledge sharing at the regional level.

(b) **Communication** including: (i) the development and implementation of communication tools related to SGBV; and (ii) capacity building on media and communications to address SGBV and facilitating networks of communication professionals.

(c) **Program Management and Institutional Capacity Building** including support to carry out efficient and effective coordination, fiduciary management, monitoring and evaluation for the Project as well as capacity building, institutional strengthening and equipment through: (i) video conference facilities; (ii) training on resource mobilization; (iii) the establishment of a technical partner forum to support the Recipient’s progress, priorities and activities; and (iv) the development of a monitoring and evaluation framework for the implementation of the Program.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

The Recipient shall:

1. maintain throughout the period of Project implementation, the Conference Secretariat to provide overall strategic direction for the Project, approve the Annual Work Programs and ensure consistency with the Recipient’s policies and strategies, with terms of reference, composition and powers acceptable to the Association as further described in the Project Implementation Manual; and

2. maintain throughout the period of Project implementation, the Project Implementation Unit, in charge of the day-to-day implementation, management, coordination, supervision, monitoring and evaluation of the Project, with terms of reference, staff and powers acceptable to the Association as further described in the Project Implementation Manual.

B. Annual Work Programs

1. The Recipient, through the Project Implementation Unit, shall, not later than October 31 in each calendar year during Project implementation, prepare and furnish to the Association, a program of activities proposed for inclusion in the Project during the following calendar year, including: (a) a detailed timetable for the sequencing and implementation of said activities; and (b) the types of expenditures required for such activities and a proposed financing plan (“Annual Work Program”).

2. The Recipient shall exchange views with and seek approval of the Association on each such proposed annual work program, and shall thereafter carry out such program of activities for such following year as shall have been agreed between the Recipient and the Association.

3. Only those activities which are included in an Annual Work Program shall be included in the Project. Notwithstanding the foregoing, the Annual Work Program might be amended from time to time to include new activities with the prior and written concurrence of the Association.
C. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

D. Project Implementation Manual

1. The Recipient shall carry out the Project in accordance with the provisions of the Project Implementation Manual.

2. Except as the Association shall otherwise agree, the Recipient shall not amend or waive the Project Implementation Manual or any provision thereof, or permit any such provision to be amended or waived. In case of any conflict between the provisions of the Project Implementation Manual and the provisions of this Agreement, the provisions of this Agreement shall prevail.

Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. The Recipient shall monitor the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of indicators acceptable to the Association and set forth in the Project Implementation Manual. Each Project Report shall cover the period of one calendar quarter, and shall be furnished to the Association not later than four (4) weeks after the end of the period covered by such report.

2. For purposes of Section 4.08(c) of the General Conditions, the report on the execution of the Project and related plan required pursuant to that Section shall be furnished to the Association not later than six (6) months after the Closing Date.

B. Financial Management, Financial Reports and Audits

1. The Recipient shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 4.09 of the General Conditions.

2. Without limitation on the provisions of Part A of this Section, the Recipient shall prepare and furnish to the Association not later than forty-five (45) days after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.

3. The Recipient shall have the Financial Statements related to the Project audited in accordance with the provisions of Section 4.09(b) of the General Conditions. Each audit of the Financial Statements related to the Project shall cover the
period of one fiscal year of the Recipient, commencing with the fiscal year in which the first withdrawal was made under the Project. The audited Financial Statements for the Project for each such period shall be furnished to the Association not later than six (6) months after the end of such period.

Section III. Procurement

A. General

1. Goods and Non-consulting Services. All goods and non-consulting services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.

2. Consultants' Services. All consultants' services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines, and with the provisions of this Section.

3. Definitions. The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Association of particular contracts, refer to the corresponding method described in Sections I and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods and Non-consulting Services

1. International Competitive Bidding. Except as otherwise provided in paragraph 2 below, goods and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.

2. Other Methods of Procurement of Goods and Non-consulting Services. The following methods, other than International Competitive Bidding, may be used for procurement of goods and non-consulting services for those contracts specified in the Procurement Plan: (a) National Competitive Bidding; (b) Limited International Bidding; (c) Shopping; (d) Direct Contracting; (e) Framework Agreement; and (f) Procurement from United Nations Agencies.

C. Particular Methods of Procurement of Consultants' Services

1. Quality- and Cost-based Selection: Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.
2. **Other Methods of Procurement of Consultants' Services.** The following methods, other than Quality- and Cost-based Selection, may be used for procurement of consultants' services for those contracts which are specified in the Procurement Plan: (a) Least Cost Selection; (b) Quality-based Selection; (c) Fixed Budget Selection; (d) Selection based on Consultants' Qualifications; (e) Selection of Individual Consultants; and (f) Single-source Selection; and (g) Selection of United Nations Agencies.

D. **Review by the Association of Procurement Decisions**

The Procurement Plan shall set forth those contracts which shall be subject to the Association's Prior Review. All other contracts shall be subject to Post Review by the Association.

Section IV. **Withdrawal of the Proceeds of the Financing**

A. **General**

1. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Association shall specify by notice to the Recipient (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the Association and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Financing (“Category”), the allocations of the amounts of the Credit to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Goods, Non-Consulting Services, Consultants' Services, Operating Costs, Workshops and Training for the Project</td>
<td>1,950,000</td>
<td>100%</td>
</tr>
</tbody>
</table>

**TOTAL AMOUNT** | **1,950,000** |
B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for payments made prior to the date of this Agreement.

2. The Closing Date is June 30, 2018.

Section V. Other Undertakings

1. By July 1, 2016, or such other date as the Association shall agree upon, the Recipient shall: (i) carry out jointly with the Association, a mid-term review of the implementation of the operations under the Project, which shall cover the progress achieved in the implementation of the Project; and (ii) following such mid-term review, act promptly and diligently to take any corrective action as shall be agreed by the Association.

2. On or before three (3) months after the Effective Date, the Recipient shall adopt and furnish to the Association the Project Implementation Manual, in form and substance satisfactory to the Association.
APPENDIX

Section I. Definitions

1. “Annual Work Program” means the annual work program to be prepared by the Recipient not later than October 31, in each year during Project implementation including a program of activities proposed for inclusion in the Project during the following year.


3. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.

4. “Conference Secretariat” means the Conference Secretariat of the Recipient, in charge of providing overall strategic direction for the Project, approving the Annual Work Programs and ensuring consistency with the Recipient’s policies and strategies, as further described in the Project Implementation Manual.


6. “General Conditions” means the “International Development Association General Conditions for Credits and Grants”, dated July 31, 2010, with the modifications set forth in Section II of this Appendix.

7. “Operating Costs” means recurrent costs of the Project: (i) operation and maintenance of vehicle, repairs, fuel and spare parts; (ii) computer maintenance, including hardware and software; (iii) communication costs and shipment costs (whenever these costs are not included in the cost of goods); (iv) office supplies; (v) rent and maintenance for office facilities; (vi) utilities and insurances, including health insurances and health-related services; (vii) travel and per diem costs for technical staff carrying out training, supervisory and quality control activities; (viii) salaries of support staff for the Project Implementation Unit, but excluding salaries of regular staff of the Recipient.


Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.

10. “Program” means the Kampala Declaration on SGBV, or the United to Prevent, End Impunity and Provide Support to the Victims of SGBV in the Great Lakes Region Strategy adopted by the Recipient on December 16, 2011.

11. “Project Implementation Manual” means a manual to be agreed upon between the Recipient and the Association and which shall contain, inter alia: (i) the terms of reference, functions and responsibilities for the members or personnel of the Conference Secretariat, including the Project Implementation Unit; (ii) the procedures for procurement of goods, non-consulting services, consultants’ services, Operational Costs, Training and Workshops, as well as for financial management and audits under the Project; (iii) the indicators to be used in the monitoring and evaluation of the Project; (iv) the flow and disbursement arrangements of Project funds; and (v) the terms of reference for the Project audits; as said manual may be amended from time to time with the Association’s prior approval.

12. “Project Implementation Unit” means the unit under the Conference Secretariat in charge of the day-to-day implementation, management, coordination, supervision, monitoring and evaluation of the Project, as further described in the Project Implementation Manual.

13. “RTF” means the Regional Training Facility under the Conference Secretariat, the Recipient’s regional training center based in Kampala, Republic of Uganda, specialized on the fight against SGBV established and operating in accordance with the Program.


15. “Workshops and Training” means workshops and training, including purchase and publication of materials, rental of facilities, course fees, study tours and travel and subsistence for participants, trainees and trainers.

Section II. Modifications to the General Conditions

The modifications to the “International Development Association General Conditions for Credits and Grants”, dated July 31, 2010, are as follows (all references to Sections and the Appendix are to Sections of and the Appendix to said General Conditions):

A. In Section 2.06 (Financing Taxes), the text “Taxes levied by, or in the territory of, the Recipient” is modified to read “Taxes levied by, or in the territory of, the Member Country”.
B. In Section 3.10 (Manner of Payment), the text “Taxes levied by, or in the
territory of the Recipient” is modified to read “Taxes levied by, or in the territory
of, the Member Country”.

C. Paragraph (a) of Section 4.09 (Financial Management, Financial Statements,
Audits) is modified to read as follows:

“(a) The Recipient shall maintain or cause to be maintained a financial
management system and prepare financial statements (“Financial Statements”) in
accordance with consistently applied accounting standards acceptable to the
Association, both in a manner adequate to reflect the operations and financial
condition of the Recipient, including the operations, resources and expenditures
related to the Project.”

D. Paragraph (a) of Section 4.11 (Visits) is modified to read as follows:

“(a) The Recipient shall take all measures required on its part to enable the
representatives of the Association to visit any part of the Member Country’s
territory for purposes related to the Financing or the Project.”

E. Section 5.01 (Financial and Economic Data) is deleted in its entirety.

F. In sub-paragraph (ii)(B) of Section 6.02(i) (Assignment of Obligations;
Disposition of Assets), the expression “Project Implementing Entity” is modified
to read “Recipient”.

G. Section 6.02(j) (Membership) is modified to read as follows:

“(j) Membership. The Member Country or any member of the Recipient: (i) has
been suspended from membership in or ceased to be a member of the
Association; or (ii) has ceased to be a member of the International Monetary
Fund.”

H. In Sections 6.02(k) (Condition of Project Implementing Entity) and 6.02(l)
(Ineligibility), all references to “Project Implementing Entity” are modified to
read “Recipient”.